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APPLICATION NO.	FILING DATE	FIRST NAMED INVENTOR	ATTORNEY DOCKET NO.	CONFIRMATION NO.
09/100,671	06/19/1998	JEFFREY MARK ZUCKER	6057-37702	8812
35690	7590	07/27/2009		
MEYERTONS, HOOD, KIVLIN, KOWERT & GOETZEL, P.C. P.O. BOX 398 AUSTIN, TX 78767-0398			EXAMINER	
		RETTA, YEHDEGA		
		ART UNIT	PAPER NUMBER	
		3622		
		NOTIFICATION DATE		DELIVERY MODE
		07/27/2009		ELECTRONIC

Please find below and/or attached an Office communication concerning this application or proceeding.

The time period for reply, if any, is set in the attached communication.

Notice of the Office communication was sent electronically on above-indicated "Notification Date" to the following e-mail address(es):

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<b>Office Action Summary</b>	<b>Application No.</b> 09/100,671	<b>Applicant(s)</b> ZUCKER ET AL.
	<b>Examiner</b> Yehdega Retta	<b>Art Unit</b> 3622

-- The MAILING DATE of this communication appears on the cover sheet with the correspondence address --  
**Period for Reply**

A SHORTENED STATUTORY PERIOD FOR REPLY IS SET TO EXPIRE 3 MONTH(S) OR THIRTY (30) DAYS, WHICHEVER IS LONGER, FROM THE MAILING DATE OF THIS COMMUNICATION.

- Extensions of time may be available under the provisions of 37 CFR 1.136(a). In no event, however, may a reply be timely filed after SIX (6) MONTHS from the mailing date of this communication.
  - If no period for reply is specified above, the maximum statutory period will apply and will expire SIX (6) MONTHS from the mailing date of this communication.
  - Failure to reply within the set or extended period for reply will, by statute, cause the application to become ABANDONED (35 U.S.C. § 133).
- Any reply received by the Office later than three months after the mailing date of this communication, even if timely filed, may reduce any earned patent term adjustment. See 37 CFR 1.704(o).

#### Status

- 1) Responsive to communication(s) filed on 14 May 2009.
- 2a) This action is FINAL.      2b) This action is non-final.
- 3) Since this application is in condition for allowance except for formal matters, prosecution as to the merits is closed in accordance with the practice under *Ex parte Quayle*, 1935 C.D. 11, 453 O.G. 213.

#### Disposition of Claims

- 4) Claim(s) 87-92 and 148-175 is/are pending in the application.
- 4a) Of the above claim(s) \_\_\_\_\_ is/are withdrawn from consideration.
- 5) Claim(s) \_\_\_\_\_ is/are allowed.
- 6) Claim(s) 87-92 and 148-175 is/are rejected.
- 7) Claim(s) \_\_\_\_\_ is/are objected to.
- 8) Claim(s) \_\_\_\_\_ are subject to restriction and/or election requirement.

#### Application Papers

- 9) The specification is objected to by the Examiner.
- 10) The drawing(s) filed on \_\_\_\_\_ is/are: a) accepted or b) objected to by the Examiner.  
 Applicant may not request that any objection to the drawing(s) be held in abeyance. See 37 CFR 1.85(a).  
 Replacement drawing sheet(s) including the correction is required if the drawing(s) is objected to. See 37 CFR 1.121(d).
- 11) The oath or declaration is objected to by the Examiner. Note the attached Office Action or form PTO-152.

#### Priority under 35 U.S.C. § 119

- 12) Acknowledgment is made of a claim for foreign priority under 35 U.S.C. § 119(a)-(d) or (f).
- a) All    b) Some \* c) None of:  
 1. Certified copies of the priority documents have been received.  
 2. Certified copies of the priority documents have been received in Application No. \_\_\_\_\_.  
 3. Copies of the certified copies of the priority documents have been received in this National Stage application from the International Bureau (PCT Rule 17.2(a)).

\* See the attached detailed Office action for a list of the certified copies not received.

#### Attachment(s)

- 1) Notice of References Cited (PTO-892)  
 2) Notice of Draftsperson's Patent Drawing Review (PTO-948)  
 3) Information Disclosure Statement(s) (PTO/SB/08c)  
 Paper No(s)/Mail Date \_\_\_\_\_
- 4) Interview Summary (PTO-413)  
 Paper No(s)/Mail Date \_\_\_\_\_
- 5) Notice of Informal Patent Application  
 6) Other: \_\_\_\_\_

### **DETAILED ACTION**

This office action is in response to election/restriction filed May 14, 2009. Applicant elected Group I, claims 87-92, 148-168. Applicant amended claims 87-62, 148, 150, 151, 153, 154, 161-164, 166-168 and added claims 169-175. Claims 87-92 and 148-175 are pending.

#### ***Claim Rejections - 35 USC § 112***

The following is a quotation of the first paragraph of 35 U.S.C. 112:

The specification shall contain a written description of the invention, and of the manner and process of making and using it, in such full, clear, concise, and exact terms as to enable any person skilled in the art to which it pertains, or with which it is most nearly connected, to make and use the same and shall set forth the best mode contemplated by the inventor of carrying out his invention.

Claims 88, 169, 174 and 175 are rejected under 35 U.S.C. 112, first paragraph, as failing to comply with the written description requirement. The claim(s) contains subject matter which was not described in the specification in such a way as to reasonably convey to one skilled in the relevant art that the inventor(s), at the time the application was filed, had possession of the claimed invention. The claim now recites the computer system (of a financial institution) receiving the first pseudo expiration date from the second entity through the electronic network in association with the purchase; wherein transmitting the authorization for payment is further responsive to the computer system authenticating the first pseudo expiration date; wherein the purchase is performed without the second entity receiving the actual expiration date.

The specification however discloses financial institution server next accepts payment details directly from buyer including payment card number, card name and card expiration date. The financial institution then assigns a valid but pseudo payment identity comprised of a pseudo number, pseudo name, and pseudo expiration date for each payment type and stores them in a collection of pseudo payment types; the financial institution also creates a pseudo identity for the

buyer. Buyer then contacts seller and enters the sale information along with the buyer's ID into a point-of-sale, and the seller then *sends the buyer ID and sale information to the third party privacy server for identity authentication*. The third party privacy server completes the identity authentication by returning *the pseudo identity temporary payment type table... to the seller*. The seller next sends the *pseudo payment type and the sales amount to the financial institution for payment authentication* (the authentication is in the same manner that any other payment would be authenticated with any financial institution).

The specification however does not teach the computer system receiving the *first pseudo expiration date from the second entity* through the electronic network in association with the purchase; wherein transmitting the *authorization for payment is further responsive to the computer system authenticating the first pseudo expiration date*; wherein the purchase is *performed without the second entity receiving the actual expiration date*.

Claim 174 and 175 recite wherein the actual financial account is a frequent-user account of the first entity with a third entity.

Applicant's specification teaches the financial institution accepts payment details directly from buyer client including payment card number, card name and card expiration date for each debit, credit, or other type of payment and other embodiments might include bank checking account number or frequent flyer account number ... the financial institution then creates a pseudo payment identity comprising of a pseudo number, pseudo name and pseudo expiration date.

The specification however does not teach the frequent-user account is of the first entity with a third entity. The specification also does not teach the frequent user account is an actual

financial account and applying a charge against the frequent-user account an amount corresponding to the payment (as claimed in claim 87).

***Claim Rejections - 35 USC § 102***

The following is a quotation of the appropriate paragraphs of 35 U.S.C. 102 that form the basis for the rejections under this section made in this Office action:

(e) the invention was described in (1) an application for patent, published under section 122(b), by another filed in the United States before the invention by the applicant for patent or (2) a patent granted on an application for patent by another filed in the United States before the invention by the applicant for patent, except that an international application filed under the treaty defined in section 351(a) shall have the effects for purposes of this subsection of an application filed in the United States only if the international application designated the United States and was published under Article 21(2) of such treaty in the English language.

Claims 87, 91, 148 and 168 are rejected under 35 U.S.C. 102(e) as being clearly anticipated by Steven H. Low et al. "Anonymous Credit Cards", November 2 1994 (hereinafter Low).

Regarding claims 87, 91 and 148, Low teaches computer system of a financial institution (bank) *storing an actual name of a first entity and an actual account number for an actual financial account that has been established* for the first entity; establishing a first pseudo account number corresponding to the actual *financial account*; subsequently receiving the first pseudo account number from a second entity through an electronic network; *responsive to authenticating the received first pseudo account number* transmitting an authorization for payment for the purchase to the second entity; wherein the first purchase is performed without the second entity receiving the actual name and actual account number of the first entity actual. Low teaches buyer providing his identity to the bank that maintains his anonymous account and funds are transferred to the store's (seller's) bank and the credit card company receives a bill from the bank that maintains the anonymous account and it submits the bill to the individual (see page 109).

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Low also teaches the company that extends credit to the individual and collects the bill does not have access to the specific purchases and the shop that sells the merchandize is convinced that it will be paid without learning the individual's identity (see page 108, pp. 1). Low also teaches buyer, at the point of sale, uses a card for his account at Bp (i.e. the account under pseudonym P); contacts Bp via communication exchange and provides it with an encrypted account number A of the store and the amount of sale; Bp verifies the customer's identity and if he has sufficient credit, it transfers funds to A then notifies the store S that it has the funds. Low teaches wherein the actual financial account is a credit account (payment accomplished via a standard payment authorization network) (see pp 108).

Regarding claim 168, Low teaches wherein the authorization for payment is transmitted via a standard payment authorization network, wherein the actual financial account is a credit card (see 108-110).

#### ***Claim Rejections - 35 USC § 103***

The following is a quotation of 35 U.S.C. 103(a) which forms the basis for all obviousness rejections set forth in this Office action:

(a) A patent may not be obtained though the invention is not identically disclosed or described as set forth in section 102 of this title, if the differences between the subject matter sought to be patented and the prior art are such that the subject matter as a whole would have been obvious at the time the invention was made to a person having ordinary skill in the art to which said subject matter pertains. Patentability shall not be negated by the manner in which the invention was made.

Claims 88, 90, 92 and 149 are rejected under 35 U.S.C. 103(a) as being unpatentable over Low further in view of Gabber et al. U.S. Patent No. 5,961,593.

Regarding claim 88, Low does not explicitly teach wherein the computer system storing an actual expiration date, establishing a pseudo expiration date, receiving the pseudo expiration

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date and transmitting the authorization responsive to the pseudo expiration date, it is taught in Gabber (see col. 12 line 54 to col. 13 line 53). It would have been obvious to one of ordinary skill in the art at the time of the invention to add a pseudo expiration date to the pseudo credit card of Low in order to verify, at the point-of-sale, the card's validity, without any of the entities extracting the user's identity by combining information, as taught in Low (see page 108).

Regarding claim 90, Low teaches the purchase is performed without the second entity receiving the actual address. Low does not teach the second entity receives the buyer's actual address. Low does not explicitly teach the computer stores the actual address of the first entity. However official notice is taken that is old and well known for banks or financial institutions to store users' addresses. It would have been obvious to one of ordinary skill in the art at the time of the invention to know that the financial institution of Low would store the user's address in order to keep record of the current address of the user. It would also have been obvious to keep the address information from the seller so the seller would not associate the user's address with the user identity.

Regarding claim 92, Low teaches the computer system establishing for the first entity a second pseudo account number and a second pseudo expiration date corresponding to a second actual financial account however failed to teach a rule set defining when to use each of the first and second account numbers. Official notice is taken that is old and well known to set rules for using different account for different transaction. Therefore, it would have been obvious to one of ordinary skill in the art at the time of the invention to establish Low's pseudo account number for accounts used for different transaction in order to extend the anonymity to such account users.

Regarding claim 149, Low does not teach wherein the electronic network includes the Internet, it is taught in Gabber (see col. 10 lines 41-67). It would have been obvious to one of ordinary skill in the art at the time of the invention to use Low's credit card in network that includes the Internet in order to use the pseudo account of Low in electronic transaction using the Internet as in Gabber.

Claim 89 is rejected under 35 U.S.C. 103(a) as being unpatentable over Low further in view Cox "Maintaining Privacy in Electronic Transactions", Information Networking Institute Technical Report TR 1994-8, Fall 1994 (hereinafter Cox).

Regarding claim 89, Low does not explicitly teach wherein the first pseudo account number is a single-use pseudo account number, it is taught in Cox (see pp 17). Cox teaches preventing the sort of abuse that comes from using the same pseudonym. Therefore, it would have been obvious to one of ordinary skill in the art at the time of the invention to use a single-use pseudo account for each seller in order to prevent sellers from collecting user's purchase records and build profiles, as taught in Cox.

Claims 150, 152-154, 160-163, 165, 166 and 171-173, 175, are rejected under 35 U.S.C. 103(a) as being unpatentable over Gabber et al. U.S. Patent No. 5,961,593 in view of Steven H. Low et al. "Anonymous Credit Cards" November 2 1994 (hereinafter Low).

Regarding claims 150, 152-154, 160-163, 165, 166 and 171, Gabber teaches one or more processors; memory storing program instructions executable by the one or more processors to: store an actual name of a first entity and an actual account number for an actual financial account that has been established for a the first entity (see col. 12 lines 45-56); establish for the first

entity a first pseudo account number corresponding to the actual financial account; wherein a purchase by the first entity at the second entity is performed without the second entity receiving the actual account number for the actual financial account; transmitting an authorization to the second entity for payment to the purchase and applying a charge against the actual financial account (col. 13 lines 5-14). Gabber does not explicitly teach receiving the pseudo account number from the second entity through an electronic network, it is taught in Low. Low teaches user entering the pseudo account number at the seller (the second entity receives the pseudo credit account identifier from the first entity), and the seller transmitting the pseudo account number a financial institution (see pp108-110). It would have been obvious to one of ordinary skill in the art at the time of the invention for the financial institution of Gabber to receive the pseudo account number from the seller in order for the financial institution to authorize the transaction performed at the seller by the buyer.

Regarding claim 172, Gabber teaches wherein the computer system storing an actual expiration date, establishing a pseudo expiration date, receiving the pseudo expiration date and transmitting the authorization responsive to the pseudo expiration date, it is taught in Gabber (see col. 12 line 54 to col. 13 line 53).

Regarding claim 173, Gabber teaches the purchase is performed without the second entity receiving the actual address. Gabber does not explicitly teach the computer stores the actual address of the first entity. However official notice is taken that is old and well known for financial institutions to store users' addresses. It would have been obvious to one of ordinary skill in the art at the time of the invention to know that the financial institution of Gabber would store the user's address in order to keep record of the current address of the user. It would also

have been obvious to keep the address information from the seller so the seller would not associate the user's address with the user identity.

Regarding claim 175, Gabber teaches substitute identification can be constructed using credit/debit card numbers, bank branch or account numbers or the likes for achieving anonymous commerce (see col. 12 lines 45-53). Therefore, it would have been obvious to one of ordinary skill in the art at the time of the invention to create the pseudo identity of Low with a frequent shopper account in order to provide anonymity to the user when the user is using the frequent shopper card.

Claims 151 and 164 are rejected under 35 U.S.C. 103(a) as being unpatentable over Gabber in view of Low further in view Cox "Maintaining Privacy in Electronic Transactions", Information Networking Institute Technical Report TR 1994-8, Fall 1994 (hereinafter Cox).

Regarding claims 151 and 164, Gabber does not explicitly teach wherein the first pseudo account number is a single-use pseudo account number, it is taught in Cox (see pp 17). Cox teaches preventing the sort of abuse that comes from using the same pseudonym. Therefore, it would have been obvious to one of ordinary skill in the art at the time of the invention to use a single-use pseudo account for each seller in order to prevent sellers from collecting user's purchase records and build profiles, as taught in Cox.

#### *Allowable Subject Matter*

Claim 167 is objected to as being dependent upon a rejected base claim, but would be allowable if rewritten in independent form including all of the limitations of the base claim and any intervening claims.

***Conclusion***

The prior art made of record and not relied upon is considered pertinent to applicant's disclosure.

Stein et al. (US 5,826,241) teaches authenticating transaction over the Internet.

Rose et al. (5,757,917) teaches transaction payment through the Internet.

Any inquiry concerning this communication or earlier communications from the examiner should be directed to Yehdega Retta whose telephone number is (571) 272-6723. The examiner can normally be reached on 8-4:30.

If attempts to reach the examiner by telephone are unsuccessful, the examiner's supervisor, Eric Stamber can be reached on (571) 272-6724. The fax phone number for the organization where this application or proceeding is assigned is 571-273-8300.

Information regarding the status of an application may be obtained from the Patent Application Information Retrieval (PAIR) system. Status information for published applications may be obtained from either Private PAIR or Public PAIR. Status information for unpublished applications is available through Private PAIR only. For more information about the PAIR system, see <http://pair-direct.uspto.gov>. Should you have questions on access to the Private PAIR system, contact the Electronic Business Center (EBC) at 866-217-9197 (toll-free). If you would like assistance from a USPTO Customer Service Representative or access to the automated information system, call 800-786-9199 (IN USA OR CANADA) or 571-272-1000.

YR

/Yehdega Retta/  
Primary Examiner, Art Unit 3622